



***ORANGE HUNT SQUARE
HOMEOWNERS ASSOCIATION, INC.***

**DECLARATION OF
COVENANTS, CONDITIONS
AND RESTRICTIONS**

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<http://orangehuntsquarehomeowners.com>

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
ORANGE HUNT SQUARE HOMEOWNERS ASSOCIATION, INC.**

**ARTICLE I
DEFINITIONS**

Section 1. “**Association**” shall mean and refer to **ORANGE HUNT SQUARE HOMEOWNERS ASSOCIATION, INC.**, its successors and assigns.

Section 2. “**Properties**” shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. “**Common Area**” shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 4. “**Lot**” shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties with the exception of the Common Area.

Section 5. “**Member**” shall mean and refer to every person or entity who holds membership in the Association.

Section 6. “**Owner**” shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

**ARTICLE II
VOTING RIGHTS**

Each member shall be entitled to one vote for each Lot in which they hold the interest. When more than one person holds such interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

**ARTICLE III
MEMBERSHIP**

Each person or entity who is a record owner of a fee or undivided interest in any lot which is subject to covenants of record to assessment by the Association shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.

ARTICLE IV ANNEXATION OF ADDITIONAL PROPERTIES

Annexation of additional property shall require the assent of two-thirds (2/3) of the members, if any, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting. The presence of members or of proxies entitled to cast sixty percent (60%) of the votes of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth above, and the required quorum at such subsequent meeting shall be one-half (1/2) of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting. In the event that two-thirds (2/3) of the membership are not present in person or by proxy, members not present may give their written assent to the action taken thereat.

ARTICLE V PROPERTY RIGHTS

Section 1. Members Easements of Enjoyment: Every member shall have a right and easement of enjoyment in and to the Common Area and such easement shall be appurtenant to and shall pass with the title to every assessed Lot, subject to the following provisions:

- (a) the right of the Association to limit the number of guests of members;
- (b) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (c) the right of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said property, and the rights of such mortgagee in said properties shall be subordinate to the rights of the homeowners hereunder;
- (d) the right of the Association to suspend the voting rights and right to use of the recreational facilities of any member for any period during which any assessment against his Lot remains unpaid, and for a period not to exceed thirty (30) days for any infraction of its published rules and guidelines.
- (e) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by members entitled to cast two-thirds (2/3) of the votes of the membership has been recorded, agreeing to such dedication or transfer and unless written notice of the proposed action is sent to every member not less than thirty (30) days nor more than sixty (60) in advance; and

Section 2 Delegation of Use: Any members may delegate in accordance with the bylaws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants or contract purchasers who reside on the property.

Section 3. Parking Rights: Ownership of each Lot shall entitle the owner or owners thereof to the use of automobile parking spaces (not to exceed two per Lot) as designated by the Association. These parking spaces shall be as near and convenient to said Lot as reasonable, together with the right of ingress and egress in and upon said parking areas. Furthermore, the Association shall designate those areas within the subdivision as no parking zones, which could hamper access to and from the subdivision and endanger public safety. The Board will have the powers to remove illegally parked vehicles from the subdivision at the owners' expense after a reasonable attempt to notify the owner that the vehicle is illegally parked.

ARTICLE VI COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligations of Assessments: Each owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agreed to pay to the Association: (1) annual assessments or charges and (2) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the Lot, shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest, costs, and reasonable attorney's fees shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due.

Section 2 Purpose of Assessments: The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the properties (including administrative and overhead expense) and in particular for the improvement and maintenance of the Common Areas, services and facilities devoted to this purpose and related to the use and enjoyment of the said Common Area and of the homes situated upon the properties and more particular the Association shall be responsible to carry out the following named functions in and about said Subdivision, known as **ORANGE HUNT SQUARE**.

- (a) To provide for the orderly collection and disposal of trash and garbage in and about said Subdivision.
- (b) To maintain, care for and preserve the Common areas in the subdivision including areas located between or adjoining the fences and alleys in said Subdivision and all sidewalks in said Subdivision including but not limited to maintenance of the lawns, pruning of trees and shrubs, hedges or other bushes, raking and disposal of leaves or dead vegetation and any and all acts necessary to maintain an attractive appearance in and about the said townhouse subdivision.
- (c) To provide for the care, maintenance and preservation of all streets and common walks in said Subdivision.

- (d) To maintain throughout said Subdivision at various places chosen by the Association lighting if selected by it, which lights shall be operated, if practicable, on one meter the cost of said lighting to be borne by the Association.
- (e) To maintain and preserve the identification signs and to pay all costs and expenses in connection therewith, or, if the Association deems it advisable, to construct such other identification signs as it desires and pay all costs and expenses in connection therewith.
- (f) To pay the real estate taxes and the premiums for liability insurance, if necessary or desirable.

Section 3 Basis of Assessments: After consideration of current maintenance costs and present and future needs of the Association, the Board of Directors shall fix and determine the amount of the annual assessment. The maximum annual assessment may be increased by the Board of Directors up to 5 percent per year without membership approval. Any additional assessment shall have the assent of two-thirds (2/3) of the votes of all members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto, provided that, any such assessment shall have the assent of two-thirds (2/3) of the votes of all members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting.

Section 5. Uniform Rate of Assessment. Both annual and special assessments must be fixed, at a uniform rate for all lots and shall be collected on a monthly basis, unless the Board of Directors shall otherwise determine.

Section 6 Quorum for any Action Authorized Under Sections 3 and 4: At the meeting called, as provided in Sections 3 and 4 hereof, the presence at the meeting of members or of proxies entitled to cast sixty (60) percent of all the votes shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections 3 and 4, and the required quorum at any such subsequent meeting shall be one half (1/2) of the required quorum at preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessments: Due Dates: The annual assessments provided for herein shall commence as to any Lot on the first day of the month following conveyance of any Lot. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto, provided that, if there is no change in the annual assessment, no such notice

shall be required. The due dates shall be established by the Board of Directors. The Association shall upon demand at any time furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A reasonable charge may be made by the Board of Directors for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8 Effect of Nonpayment of Assessments: Remedies of the Association: Any Assessments which are not paid when due shall be delinquent. Assessments are due on the first day of the month and must be paid not later than the last day of the month. When an account is in arrears, a charge of ten (10) percent of the unpaid balance per month will be assessed for each following month that the account is overdue. The Association may bring an action at law against the Owner personally obligated to pay the delinquent assessment or foreclose the lien against the property and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessment provided for therein by non-use of the Common Area or abandonment of his/her Lot.

Section 9 Subordination of the Lien to Mortgages: The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first mortgages. Sale or transfer of any Lot shall not affect the assessments lien. However, the date of transfer of any Lot which is subject to any first mortgage, pursuant to a decree of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof which become due prior to such sales or transfer. No sale or transfer shall relieve such Lot from liability for any assessment thereafter becoming due or from the lien thereof.

Section 10 Exempt Property: The following property subject to this Declaration shall be exempt from assessments created therein:

- (a) all properties dedicated to and accepted by a local public authority
- (b) the Common Area; and
- (c) all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Virginia, unless such properties are used for dwelling purposes.

ARTICLE VII PARTY WALLS

Section 1 General Rules of Law to Apply: Each wall which is built as a part of the original construction of the homes upon the properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of the Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts shall apply thereto.

Section 2 Sharing of Repair and Maintenance: The cost of reasonable repair and maintenance of a party wall shall be shared by the owners who make use of the wall in proportion to such use.

Section 3 Destruction by Fire or other Casualty: If a party wall is destroyed or damaged by fire or other casualty, any owner who has used the wall may restore it, and if the owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such owners to call for a larger contribution from the owners under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4 Weatherproofing: Notwithstanding any other provision of this Article, an owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5 Right to Contribution Runs with Land: The right of any owner to contribution from any other owner under this Article shall be appurtenant to the land and shall pass to such owner's successors in title.

Section 6 Arbitration: In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all arbitrators.

ARTICLE VIII ARCHITECTURAL CONTROL COMMITTEE

The Board of Directors of the Association shall appoint an Architectural Control Committee composed of three (3) or more representatives. The Architectural Control Committee is to assure that the property shall always be maintained in a manner: (i) providing for visual harmony and soundness of repair; (ii) avoiding activities deleterious to the aesthetic or property values of the Property; and (iii) promoting the general welfare and safety of the owners, such owners' tenants and such owners' (or tenants') households or companies, guests, employees, customers, agents and invitees. The Architectural control Committee is responsible for approving or disapproving proposed design changes submitted by the Homeowners. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted with written notification of receipt by the Architectural Control Committee, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE IX SPECIAL MAINTENANCE

In the event that there is an obvious need for maintenance or repair of the Properties referred to in Article 1, Section 2, including the Common Areas, which is caused through the willful or negligent act of the Owner, his family or guests or invitees, and if such maintenance or repair is not made within thirty (30) days after notice to maintain or repair is sent by the Board of Directors, the Board of Directors may cause such maintenance or repair to be performed. The cost of such maintenance or repair shall be added to and become a part of the assessment to which such Lot is subject. The Board of Directors, through its officers or agents, have the right to enter upon such Lot to perform maintenance or repairs without incurring any liability therefor.

ARTICLE X USE RESTRICTIONS

Section 1 No Property shall be used except for residential purposes.

Section 2 No building, accessory building or structure shed, awning, porch or porch covering, decks, garage, trailer, tent, driveway, back fence, hedges, screens, storm windows and doors, barns, driveways, walls or other structure shall be allowed, constructed or altered upon any property or dwelling thereon without the plans and specifications of such having been approved by the Association as to quality of workmanship, design, colors and materials and harmony of same to the project as a whole. No structure built upon any of the said property shall have any part of the exterior (including front door and trim) painted without the proposed color thereof having been approved by the said Association or its assigns.

Section 3 no fence, wall or walls or other similar type structure shall be allowed except those approved by the Association or its assigns.

Section 4 No exterior clothes line or clothes hanging device shall be allowed upon any property.

Section 5 No exterior radio or television antennas are permitted.

Section 6 No noxious or offensive activities shall be carried on upon property, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

Section 7 No animals, livestock, or poultry of any kind shall be raised, bred or kept on said lots except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose, and all such household pets, when outdoors, shall be restricted to the rear yards of the dwelling except when walked on a leash or exercised in an area designated by the Association.

Section 8 Neither the Common Area nor any Lot shall be used; or maintained as a dumping ground for rubbish, trash, garbage or other waste. Such material shall be kept in sanitary covered containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No material or refuse or any container for same shall be placed or stored in front of the house, or on the front patio or stoop at any time. All trash and garbage shall be placed in proper trash receptacles. The Association shall have the right to impound any trash can or garbage receptacle which is placed in violation of this Paragraph.

Section 9 No trucks (pick-up trucks, vans and blazer-type trucks free from a commercial license plate are excepted), trailers of any kind, boats, buses, commercial vehicles of any kind, abandoned or junk vehicles, or any vehicle which does not have a current license placed displayed thereon, or vehicle used for storage of unsightly or hazardous materials such as construction debris, oil drums, motor fuel, wheelbarrows, etc. shall be permitted to be kept parked overnight on the individual Lots, parking areas, or within the subdivision Common Areas or streets except in areas that may be designated by the Association for such parking. Vehicles which could be classified as campers (i.e., containing sleeping and/or eating facilities) cannot exceed 19 feet by 6 feet 6 inches by 9 feet 10 inches in size. Vehicles which exceed this size shall not be parked in the subdivision.

Section 10 No repairing of automobiles will be permitted or allowed on the parking areas. The parking facilities are for private automobiles only. The Association shall have the right, after twenty-four (24) hours written notice to the owner of any lot whereon any vehicle other than a private automobile is placed, to remove the same and the owner of the said Lot shall be responsible for the expense thereof and shall be a lien as set forth under Article VI, Section 1.

Section 11 No baby carriages, velocipedes, bicycles or other articles of personal property shall be permitted, when not in use, to remain outside the enclosed rear area of the premises. All such articles when left outside the enclosed area, will be impounded and a charge will be made for their return.

ARTICLE XI EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities and for other public purposes and access to all property are reserved as shown on the recorded plat of the project or as may be or may have been required, necessary or desirable to be recorded or given prior to the date hereof or subsequent hereto. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or access to the property subject to such easements. Such easements may contain rights of ingress and egress.

ARTICLE XII GENERAL PROVISIONS

Section 1 Enforcement: The Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2 Severability: Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3 Amendment: The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. These covenants may be changed or amended in whole or in part at any time by the Association or its successors or assigns; provided however that at all times the open space shall remain as such and approval of fifty-one percent (51%) of all Class A members is obtained.

Section 4 Deeds of Trust: The use herein of the word "mortgage" shall be deemed to mean "deed or deeds of trust" where such security instruments are used in lieu of or instead of a mortgage or mortgages.

Section 5 Non-applicability to Other Property: The covenants, and restrictions set forth herein shall apply only to the property described as Orange Hunt Square, recorded among the land records of Fairfax County, Virginia, containing 130 Lots and a total of 27.03238 acres.

IN WITNESS WHEREOF, we, being all of the directors of the ORANGE HUNT SQUARE HOMEOWNERS ASSOCIATION, INC., have hereunto set our hands this 9th day of March, 19 93.

John M. Bayne
Director

Mary B. Straub
Director

Robert T. Newman Jr
Director

David L. Davis
Director

Margaret L. Bayne
Director

STATE OF VIRGINIA COUNTY OF FAIRFAX
The foregoing instrument was acknowledged before me this 9th day of MARCH
1993, by JOHN H. BRAYTON
(name of person seeking acknowledgement)
[Signature]
Notary Public

My commission expires: 6/30/95

STATE OF VIRGINIA COUNTY OF FAIRFAX
The foregoing instrument was acknowledged before me this 9th day of MARCH
1993, by MARY A. STAVA
(name of person seeking acknowledgement)
[Signature]
Notary Public

My commission expires: 6/30/95

STATE OF VIRGINIA COUNTY OF FAIRFAX
The foregoing instrument was acknowledged before me this 9th day of MARCH
1993, by MALCOLM T. NEWMAN
(name of person seeking acknowledgement)
[Signature]
Notary Public

My commission expires: 6/30/95

STATE OF VIRGINIA COUNTY OF FAIRFAX
The foregoing instrument was acknowledged before me this 9th day of MARCH
1993, by GARY L. DAVIS
(name of person seeking acknowledgement)
[Signature]
Notary Public

My commission expires: 6/30/95

STATE OF VIRGINIA COUNTY OF FAIRFAX
The foregoing instrument was acknowledged before me this 17th day of MARCH
1993, by GERE ANNE R. BOYLE
(name of person seeking acknowledgement)
[Signature]
Notary Public

My commission expires: 6/30/95